

**United States District Court  
Southern District Of New York**

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Elaine Aghaeepour; Anne Barr; Bruce Drago;  
Julie Higgins; Shane Moore; Michele Norris; Jesus  
Rivera; and Hong Zhang

Plaintiffs

v.

Northern Leasing Systems, Inc.; MBF Leasing,  
LLC; Lease Finance Group, LLC; Louis Cucinotta,  
Jennifer Centeno a/k/a Jennifer Nugent, Jay Cohen,  
Sara Krieger, Joseph I. Sussman, and Joseph I.  
Sussman, P.C.,

Defendants

14 CV 5449 (NSR) (LMS)

**REPLY TO  
COUNTERCLAIMS**

**JURY TRIAL DEMANDED**

Plaintiffs abovenamed, through their attorneys, hereby file the following Reply to the Counterclaims herein:

1. With reference to paragraphs 1-28, 31-39, 42-56, denied.
2. With reference to paragraphs 40-41, admitted.
3. With respect to Paragraphs 29-30, the settlement agreement fails to include the instant matter which was known by Defendants to be pending at the time of the alleged settlement in the New York City Civil Court matters. There is no evidence at this time that Mr. Moore relieved Mr. Chittur from representing him in the instant matter. Thus, it was inappropriate for Defendants to communicate with Mr. Moore directly concerning the instant matter. As such, paragraphs 29-30 are denied to the extent that Defendants claim the settlement agreement incorporates the instant matter and that Defendants are released by Mr. Moore.

**Jury Trial Demanded**

4. Plaintiffs demands a jury trial on all issues so triable.

WHEREFORE, Plaintiffs demands judgment against Defendants, jointly and severally, dismissing the counterclaims with costs and granting such further and other reliefs as may be just and proper.

Dated: June 10, 2019

EXCOLO LAW, PLLC

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